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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

JIVE COMMERCE, LLC d/b/a Vino Grotto,
a Utah limited liability company,

Plaintiff,

v.

WINE RACKS AMERICA, INC. d/b/a
Premier Wine Cellars, a Utah corporation; and
JEFFREY OGZEWALLA, an individual,

Defendants.

WINE RACKS AMERICA, INC. d/b/a
Premier Wine Cellars, a Utah Corporation;
and JEFFREY OGZEWALLA, an individual,

Counterclaim and Third-Party
Plaintiffs,

v.

**STIPULATED PERMANENT
INJUNCTION**

Case No: 1:18-cv-00049

Judge Ted Stewart

Magistrate Judge Brooke C. Wells

JIVE COMMERCE, LLC d/b/a Vino Grotto, a Utah limited liability company; and JASON MILLER, an individual,
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Counterclaim and Third-Party Defendants.

Pursuant to the Joint Motion to Entry of Stipulated Permanent Injunction and Dismissal of Remaining Claims and for good cause appearing,

1. Defendants Wine Racks America (“WRA”) and Jeffrey Ogzewalla (“Ogzewalla,” and collectively with WRA, “Defendants”) are ORDERED to be bound by the terms of the Settlement Agreement (the “Agreement”) executed by the parties on April 9, 2019, which is incorporated herein by reference.

2. Defendants are hereby RESTRAINED and ENJOINED from making disparaging or deceptive comments, or communicating about Plaintiff JIVE Commerce, LLC d/b/a Vino Grotto (“Vino Grotto”) or Jason Miller (“Miller”), or any other companies with which Vino Grotto or Miller own or come to own in whole or in part in the future, or saying, doing or implying anything to vendors or other parties calculated to persuade others to boycott or shun Vino Grotto or Miller commercially.

3. Defendants are RESTRAINED and ENJOINED from making future updates to logos, websites, or product names (the “IP”) owned or controlled by Defendants if such updates increase similarity in appearance or style between the IP and the logos, websites, or product names of Vino Grotto, or any other company with which Vino Grotto or Miller own or come to own in whole or in part in the future.

4. Defendants are RESTRAINED and ENJOINED from further use of the current PWC Home Collector Series logo consisting of a sectioned roof over wine bottles.

5. Defendants are RESTRAINED and ENJOINED from further use of the Home Collector Series product name.

6. Defendants are hereby ORDERED to alter the PWC Home Collector Series logo to in no way resemble Vino Grotto's logos in style or appearance.

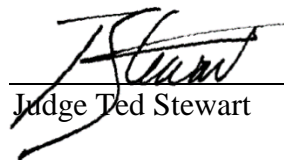
7. If any action, proceeding, or motion is brought to enforce or construe the terms of this Stipulation and/or the Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses incurred therein.

8. This Stipulated Permanent Injunction shall remain in force and binding upon the parties until further modified by the parties or by the Court.

9. With the exception of this Stipulated Permanent Injunction and as set forth in the Agreement the parties agree that all of the remaining claims that were or could have been asserted by any of the parties to the above-captioned matter are hereby dismissed with prejudice.

Signed this 15th day of April, 2019.

BY THE COURT:



Judge Ted Stewart